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UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re

CASH CLOUD, INC.,
dba COIN CLOUD,

Debtor.

Case No. BK-S-23-10423-MKN

Chapter 11

**FIFTH OMNIBUS MOTION FOR ENTRY
OF ORDER APPROVING REJECTION OF
EXECUTORY CONTRACTS AND
UNEXPIRED LEASES PURSUANT TO 11
U.S.C. § 365(a) AND DISPOSAL OF
CERTAIN PERSONAL PROPERTY
INCLUDING SURRENDER AND
TERMINATION OF THE AUTOMATIC
STAY AND/OR ABANDONMENT**

Hearing Date: April 20, 2023

Hearing Time: 10:30 a.m.

Estimated Time for Hearing: 20 Minutes

**PLEASE TAKE NOTICE THAT IF YOU ARE RECEIVING NOTICE OF THIS
MOTION, YOU SHOULD LOCATE YOUR NAME AND CONTRACT OR LEASE
LISTED ON EXHIBIT 2 ATTACHED HERETO. NAMES ARE LISTED
ALPHABETICALLY WITH THE CORRESPONDING CONTRACT OR LEASE**

Cash Cloud, Inc. (“Cash Cloud” or “Debtor”), debtor and debtor in possession in the above-captioned chapter 11 case (the “Chapter 11 Case”), by and through its undersigned counsel, Fox Rothschild LLP, respectfully submits this motion (the “Motion”) for entry of an order, substantially in the form attached hereto as **Exhibit 1**,¹ approving the rejection of contracts and/or unexpired leases set forth in **Exhibit 2** attached hereto pursuant to Bankruptcy Code² § 365(a), and approving the disposal of certain personal property, including without limitation, surrender of property and termination of the automatic stay pursuant to Bankruptcy Code § 362(d) in favor of a party who has a secured or lease interest in certain property, and/or abandonment of property under Bankruptcy Code § 554(a).

This Motion is made and based on the *Declaration of Christopher Andrew McAlary* (the “McAlary Declaration”) filed in support hereof, the following points and authorities, the papers and pleadings on file with the Court in this Chapter 11 Case, and any oral argument the Court may entertain at the hearing on the Motion.

Dated this 23rd day of March, 2023.

FOX ROTHSCHILD LLP

By: /s/ Jeanette E. McPherson

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POINTS AND AUTHORITIES

I. JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A) and (O).

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

¹ After notice of this Motion, revisions to this proposed order may be made.

² All references to “chapter” and “section” herein shall be to the “Bankruptcy Code” appearing in Title 11 of the U.S. Code; all references to a “Bankruptcy Rule” shall refer to the Federal Rules of Bankruptcy Procedure.

3. The statutory basis for the relief requested herein is 11 U.S.C. §§ 105(a), § 362(d), 365(a), and 554, and Bankruptcy Rules 4001, 6004, 6006, 6007, and 9014.

4. Pursuant to Local Rule 9014.2, the Debtor consents to entry of final order(s) or judgment(s) by the bankruptcy judge if it is determined that the bankruptcy judge, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

II. BACKGROUND

A. Debtor's Filing

5. On February 7, 2023 (the "Petition Date"), the Debtor filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

6. The Debtor is authorized to operate its business and manage its property as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

7. An Official Committee of Unsecured Creditors was appointed on or about February 17, 2023.

B. Debtor's Business And Contracts And/Or Leases

8. As described in greater detail in the Omnibus Declaration of Christopher Andrew McAlary in Support of Emergency First Day Motions [ECF 19], the Debtor was formed as a Nevada corporation for the purpose of providing a platform for customers to buy and sell digital currencies through Digital Currency Machines ("DCMs") distributed across the United States. DCMs are an advanced version of the kiosks commonly referred to as Bitcoin ATMs or BTMs, that enable a consumer to both (a) buy bitcoin as well as 30+ other digital currencies with cash, and (b) sell digital currency for cash. All of the Debtor's machines are DCMs offering two-way functionality, over 30 digital currency options, an advanced user interface and a custom non-custodial companion wallet app (available on the Apple App Store and the Google Play Store). See McAlary Declaration ¶ 6.

9. As of December 31, 2022, the Debtor operated approximately 4,800 DCMs, or kiosks ("Kiosk(s)") throughout the United States and Brazil, installed in some of the largest convenience, grocery and liquor store chains and prestigious malls. See McAlary Declaration ¶ 7.

10. To facilitate the installation of the Kiosks, Cash Cloud entered into numerous contracts (the “Contracts”) or leases (“Leases”) with various parties (“Counterparty” or “Counterparties”) having retail locations, including convenience stores, malls, and enterprise grocery stores. The terms in the Contracts and/or Leases vary. However, in general, the terms provide that Cash Cloud is permitted to install a Kiosk at a certain location (“Location”) in exchange for compensation being paid to the Counterparty. There are thousands of Contracts or Leases, and the nature and amount of compensation varies and is sometimes in the form of a fixed monthly rental payment or a variable portion of the profit of the Kiosk. The Contracts and/or Leases typically have a 3 to a 7-year term, with automatic renewals, unless terminated by either party. And, under certain “master” Contracts and/or Leases, wherein the Contract or Lease governs the installation of Kiosks at multiple, different Locations (as set forth within the exhibits attached thereto), the Contract or Lease contains terms that provide not only for the termination of the master agreement, as a whole, but also for either the Debtor or the Counterparty to terminate certain identified Locations. See McAlary Declaration ¶ 8.

C. Rejection of Contracts And/Or Leases

11. In connection with its efforts to preserve and maximize the value of its estate through the prosecution of this case, the Debtor, in its business judgment, has determined that certain Contracts and/or Leases are financially burdensome and do not provide benefit to the estate. The Locations subject to the Contracts and/or Leases that are listed on **Exhibit 2** are no longer needed. Further, the Debtor seeks to avoid depletion of the estate through accrual of administrative expenses associated with these Contracts and/or Leases. In addition, the Debtor has determined that there is no value to the estate in attempting to assume and assign the Contracts and/or Leases. Thus, rejection is in the best interests of creditors and other parties in interest. As such, the Contracts and/or Leases should be rejected. See McAlary Declaration ¶ 9.

D. Disposal of Remaining Property, Including Surrender, Termination of The Automatic Stay And/Or Abandonment

12. Further, if there is property remaining at a Location subject to a rejected Contract or Lease, such as Kiosks or related property (the “Remaining Property”), the Debtor will determine

1 how the Remaining Property should be disposed of, including whether it should be removed,
 2 abandoned, sold, or surrendered to a party that has a secured (or lease) interest in the Remaining
 3 Property. In the event that the Debtor determines that the Remaining Property (if any) should be
 4 surrendered to a party that has a secured or lease interest in the Remaining Property and the
 5 automatic stay terminated, it will make this determination because the Remaining Property is not
 6 necessary for an effective reorganization and there is little to no equity in the Remaining Property.
 7 In the event the Remaining Property is determined to be burdensome or of inconsequential value,
 8 the Debtor may determine, in its business judgment, that any Remaining Property be abandoned.

9 **E. Requested Relief**

10 13. Bankruptcy Code section 365(a) authorizes the Debtor, subject to this Court's
 11 approval, to reject any executory contract or unexpired lease. Based on its business judgment,
 12 Debtor has determined that the Contracts and/or Leases are financially burdensome to the estate and
 13 do not provide benefit to the estate. See McAlary Declaration ¶ 9. Accordingly, the Debtor seeks
 14 authority to reject the Contracts and/or Leases set forth on **Exhibit 2** as of the date of the filing of
 15 this Motion to prevent the incurrence of ongoing administrative expenses with respect to the
 16 Contracts and/or Leases. See McAlary Declaration ¶ 9.

17 14. Further, § 362(d)(2) allows for termination of the automatic stay if there is
 18 insufficient equity in the property and it is not needed for an effective reorganization. In the event
 19 the Debtor, in its business judgment, determines that it will surrender the Remaining Property to the
 20 secured creditors and that it does not have equity in the Remaining Property and the Remaining
 21 Property is not necessary for an effective reorganization, the Debtor requests that an order be
 22 entered terminating the automatic stay. Further, Bankruptcy Code section 554 authorizes the
 23 abandonment of property, subject to this Court's approval. In the event the Debtor, in its business
 24 judgment, determines that the Remaining Property, if any, is burdensome or of inconsequential
 25 value or benefit to the estate, the Debtor requests that such abandonment be approved. See McAlary
 26 Declaration ¶ 10-12. The Debtor requests that the date of the filing of this Motion be deemed the
 27 date of notice of abandonment.

28 ///

III. MEMORANDUM OF LAW

A. The Debtor's Decision To Reject The Contracts And/Or Leases Should Be Approved

15. Section 365 of the Bankruptcy Code provides that “the trustee, subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). “Under the Code, most courts have applied a ‘business judgment’ test to trustees’ decisions to assume or reject contracts or leases.” 3 Collier on Bankruptcy ¶ 365.03[2] (16th Ed. 2016). “In making its determination, a bankruptcy court need engage in only a cursory review of a debtor-in-possession’s decision to reject the contract.” Agarwal v. Pomona Valley Med. Group, Inc. (In re Pomona Valley Med. Group, Inc.), 476 F.3d 665, 670 (9th Cir. 2007) (internal punctuation omitted).

16. “[I]n evaluating the rejection decision, the bankruptcy court should presume that the debtor-in-possession acted prudently, on an informed basis, in good faith, and in the honest belief that the action taken was in the best interests of the bankruptcy estate.” Id., at 670. In the Ninth Circuit, a bankruptcy court “should approve the rejection of an executory contract under § 365(a) unless it finds that the debtor-in-possession’s conclusion that rejection would be advantageous is so manifestly unreasonable that it could not be based on sound business judgment, but only on bad faith, or whim or caprice.” Id. (internal punctuation omitted).

17. The Debtor’s decision to reject the Contracts and/or Leases reflects the Debtor’s exercise of sound business judgment and is in the best interests of the Debtor, its estate, and its creditors. The Debtor has determined that the Contracts and/or Leases are not necessary for the Debtor’s operations and are financially burdensome and not beneficial to the estate. The Leases are not a source of potential value for the Debtor’s future operations, creditors, or interest holders, and are believed to not be marketable given their terms and constitute an unnecessary drain on the Debtor’s limited resources. See McAlary Declaration ¶ 9. Accordingly, the Debtor submits that its decision to reject the Contracts and/or Leases is a sound exercise of its business judgment and should be approved.

B. Rejection As of the Date of the Filing of This Motion

18. This Court has authority to approve the rejection of executory contracts or leases as

of the date of the filing of the motion for rejection. Section 365 of the Bankruptcy Code does not expressly provide whether courts may order rejection to be effective retroactively. However, courts have held that bankruptcy courts may exercise their equitable powers in granting such a retroactive order when they conclude that doing so promotes the purposes of Section 365, and that after balancing the equities of a case, equities weigh in favor the debtor. See, e.g., Pac. Shores Dev., LLC v. At Home Corp. (In re At Home Corp.), 392 F.3d 1064, 1065 (9th Cir. 2004) (affirming order authorizing rejection as of date of filing of motion), cert. denied, 564 U.S. 814 (2005); Thinking Machines Corp. v. Mellon Fin. Servs. Corp. (In re Thinking Machs. Corp.), 67 F.3d 1021, 1028-29 (1st Cir. 1995) (bankruptcy court has power to approve rejection as of date of filing motion); In re Amber's Stores, Inc., 193 B.R. 819, 827 (Bankr. N.D. Tex. 1996)(holding that the lease should be deemed rejected as of the petition date due to the equities of case). Although this caselaw pertains to the rejection of nonresidential real property leases, the rationale contained therein is applicable to executory contracts. The Ninth Circuit in In re At Home Corp., explained that “the equitable authority recognized in Thinking Machines has been imported to contexts other than unexpired nonresidential leases,” citing to Malden Mills Indus., Inc. v. Maroun (In re Malden Mills Indus., Inc.), 303 B.R. 688, 701 (B.A.P. 1st Cir. 2004) and its application of this principle to abandonment of personal property. 392 F.3d at 1070. The Debtor further notes that the Ninth Circuit’s holding in In re At Home Corp., 392 F.3d 1064 (9th Cir. 2004) allowing rejection as of the date of the motion has been found to be undisturbed by the Court’s holding in Roman Catholic Archdiocese of San Juan v. Acevedo Feliciano, ___ U.S. ___, 140 S.Ct. 696 (2020). See In re Player’s Poker Club, Inc., 636 B.R. 811 (Bankr. C.D.Cal. 2022).

19. Balancing the equities in this case, approving rejection of the Contracts and/or Leases as of the date of this Motion is appropriate. The Debtor has promptly filed this Motion and promptly set it for hearing giving Counterparties notice of this Motion and the Debtor’s intention. Without the authority to reject as of the Motion filing date, the Debtor may be forced to incur potential administrative expenses for agreements that provide no benefit to the estate to the detriment of creditors and other stakeholders. Further, allowing the Debtor to reject the Contracts and/or Leases will not unduly prejudice the Counterparties because the Counterparties will receive

notice of the Motion and therefore will have sufficient opportunity to object if they so choose. Indeed, the Counterparties may benefit from the rejection as they will be relieved of obligations under the Contracts and/or Leases. Accordingly, the rejection of the Contracts and/or Leases should be approved as of the date of the Motion.

C. The Debtor's Decision To Terminate The Automatic Stay And/Or To Abandon Remaining Property, If Made, Should Be Approved

20. If there is Remaining Property at any of these numerous Locations, the Debtor will determine how the Remaining Property should be disposed of, including whether it should be removed, abandoned, sold, or surrendered to a party that has a secured or lease interest in the Remaining Property with the automatic stay being terminated. See McAlary Declaration ¶ 10-12.

21. Section 362(d)(2) of the Bankruptcy Code provides that “[o]n request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay— . . . (2) with respect to a stay of an act against property under subsection (a) of this section, if—(A) the debtor does not have an equity in such property; and (B) such property is not necessary to an effective reorganization[.]”

22. Section 554(a) of the Bankruptcy Code provides that “[a]fter notice and a hearing, the trustee may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554(a). The right to abandon is virtually unfettered, unless abandonment of the property will contravene laws designed to protect public health and safety and the property poses an imminent threat to the public’s welfare. See In re Midlantic Nat’l Bank, 474 U.S. 494, 501 (1986). Neither of these limitations is applicable given the relevant facts.

23. The Debtor submits that **if** it determines that the Remaining Property (if any) should be surrendered to a party that has a secured or lease interest in the Remaining Property and the automatic stay terminated, it will make this determination because the Remaining Property is not necessary for an effective reorganization and the Debtor has little to no equity in the Remaining Property. Thus, the Debtor’s determination to surrender the Remaining Property to a party who has

1 a secured or lease interest will reflect the Debtor's exercise of sound business judgment, taking into
 2 account the best interests of the Debtor, its estate, its creditors and other parties in interest. See
 3 McAlary Declaration ¶ 10-11. Accordingly, it is requested that if the Debtor determines that the
 4 Remaining Property should be surrendered, that the automatic stay be terminated pursuant to 11
 5 U.S.C. § 362(d)(2).

6 24. Further, the Debtor submits that if it determines that the Remaining Property (if any)
 7 should be abandoned, it will make this determination because the Remaining Property is either
 8 burdensome to the estate, as removal and storage of the Remaining Property is likely to exceed any
 9 net proceeds from this property, or is of inconsequential value and benefit to the estate. See
 10 McAlary Declaration ¶ 12. Thus, the Debtor's determination to abandon will reflect the Debtor's
 11 exercise of sound business judgment, taking into account the best interests of the Debtor, its estate,
 12 its creditors and other parties in interest. See McAlary Declaration ¶ 12. Accordingly, it is
 13 requested that if the Debtor determines any Remaining Property should be abandoned, that the
 14 Remaining Property shall be deemed abandoned pursuant to 11 U.S.C. § 554 as of the date of the
 15 Motion.

16 IV. WAIVER OF BANKRUPTCY RULES 4001 and 6004(h)

17 25. To implement the Debtor's foregoing requests successfully, the Debtor, to the extent
 18 applicable, seeks a waiver of the 14-day stay of any order pursuant to Fed.R.Bankr. P. 4001 and
 19 6004(h).

20 V. RESERVATION OF RIGHTS

21 26. Nothing contained herein is intended or should be construed as an admission of the
 22 validity of any claim against the Debtor, a waiver of the Debtor's rights to dispute any claim, or an
 23 approval or assumption of any agreement, contract, or lease under section 365 of the Bankruptcy
 24 Code. The Debtor expressly reserves its rights to contest any invoice or claim related to the relief
 25 requested herein in accordance with applicable law.

26 VI. NOTICE

27 27. Notice of this Motion has been given by electronic mail or first class mail to the
 28 following parties or their counsel: (a) the Office of the United States Trustee for the District of

Nevada; (b) counsel for the Official Committee of Unsecured Creditors; (c) counsel to Debtor's secured creditors; (d) counsel to parties that have a lease interest in the Remaining Property; (e) the counterparties to the Contracts and/or Leases; and (f) all parties that have filed a Rule 2002 Notice Request in the Chapter 11 Case. In light of the nature of the relief requested, Debtor respectfully submits that such notice is appropriate and sufficient under the circumstances and that no further notice is necessary.

CONCLUSION

WHEREFORE, for all of the foregoing reasons, Debtor respectfully requests that this Court enter an Order granting this Motion, substantially in the form attached hereto as **Exhibit 1**, and (a) approving the rejection of the Contracts and/or Leases set forth on **Exhibit 2** attached hereto, as of the date of the filing of this Motion; (b) approving termination of the automatic stay as of the date of the filing of this Motion in connection with the surrender of the Remaining Property to a secured creditor; (c) approving abandonment of the Remaining Property as of the date of the filing of this Motion to the extent set forth herein (that is, only if the Debtor has determined the Remaining Property should be abandoned), and (d) granting such other and further relief as this Court deems appropriate.

Dated this 23rd day of March, 2023.

FOX ROTHSCHILD LLP

By: /s/ Jeanette E. McPherson

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EXHIBIT 1
PROPOSED ORDER

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re

CASH CLOUD, INC.,
dba COIN CLOUD,

Debtor.

Case No. BK-S-23-10423-MKN
Chapter 11

**ORDER GRANTING FIFTH OMNIBUS
MOTION FOR ENTRY OF ORDER
APPROVING REJECTION OF
EXECUTORY CONTRACTS AND
UNEXPIRED LEASES PURSUANT TO 11
U.S.C. § 365(a) AND DISPOSAL OF
CERTAIN PERSONAL PROPERTY
INCLUDING SURRENDER AND
TERMINATION OF THE AUTOMATIC
STAY AND/OR ABANDONMENT**

Hearing Date: April 20, 2023
Hearing Time: 10:30 a.m.

The Court having reviewed and considered Debtor's motion [ECF ____] (the "Motion")¹ for an order approving the rejection of Contracts and/or Leases pursuant to 11 U.S.C. § 365(a), terminating the automatic stay pursuant to 11 U.S.C. § 362(d) in favor of secured creditors if the Debtor surrenders the Remaining Property, and authorizing abandonment of the Remaining Property pursuant to 11 U.S.C. § 554(a), if the Debtor has made the determination that abandonment is appropriate; and upon consideration of the McAlary Declaration and arguments of counsel; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and it appearing that no other or further notice need be provided; the Court having determined that the rejection of the Contracts and/or Leases is a sound exercise of the Debtor's business judgment and is in the best interests of Debtor, its creditors and all other parties in interest; the Court having determined that termination of the automatic stay in favor of a secured creditor whose collateral is affected is appropriate; the Court having determined that abandonment of Remaining Property, if so determined by the Debtor, is a sound exercise of the Debtor's business judgment and is in the best interests of Debtor, its creditors and all other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is hereby,

ORDERED that the Motion is **GRANTED** in its entirety; and it is further

ORDERED that the Debtor's rejection of the Contracts and/or Leases, attached hereto as **Exhibit 1**, pursuant to 11 U.S.C. § 365(a) is approved effective as of the date of the filing of the Motion; and it is further

ORDERED that the date of the filing of the Motion shall be deemed to be the date of notice of abandonment of the Remaining Property; and it is further

ORDERED that the Remaining Property is abandoned effective as of the date of the filing

¹ Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Motion.

1 of the Motion, and the Remaining Property shall be surrendered and abandoned to the creditors who
 2 are secured by the Remaining Property. The Remaining Property may be retrieved by the
 3 respective secured creditor from the Location, or any party authorized by the Debtor, within seven
 4 (7) days of entry of this Order; and, after seven (7) days of the date this Order is entered, if the
 5 Remaining Property has not been removed, it may be disposed of by the Counterparty; and it is
 6 further

7 **ORDERED** that the automatic stay is terminated pursuant to 11 U.S.C. § 362(d)(2) to allow
 8 any secured creditor who has a collateral interest in the Remaining Property to exercise its rights to
 9 foreclose on or otherwise dispose of such property in accordance with applicable non-bankruptcy
 10 law; and it is further

11 **ORDERED** that Enigma Securities Limited (“Enigma”) reserves all rights with respect to
 12 the Remaining Property in which it holds an interest, including but not limited to rights it may be
 13 determined to have, if any, with respect to (a) the valuation of its collateral (the “Enigma
 14 Collateral”), (b) cash contained within any abandoned Kiosk that Enigma has asserted is Enigma
 15 Collateral, and (c) the impact of abandonment on the amount of Enigma’s secured claim; and it is
 16 further

17 **ORDERED** that Genesis Global Holdco, LLC (“Genesis”) reserves all rights with respect to
 18 the Remaining Property in which it holds an interest, including but not limited to rights it may be
 19 determined to have, if any, with respect to (a) the valuation of its collateral (the “Genesis
 20 Collateral”), (b) cash contained within any abandoned Kiosk that Genesis has asserted is Genesis
 21 Collateral, and (c) the impact of abandonment on the amount of Genesis’s secured claim; and it is
 22 further

23 **ORDERED** that nothing herein shall serve as a waiver of any claims of the Debtor, its
 24 estate or the Committee against any party holding an interest in the Remaining Property, and the
 25 Debtor, its estate and the Committee expressly reserve any and all of their rights with respect to any
 26 claims of any creditor arising in connection with the rejection of the Contracts or Leases, surrender
 27 of the Remaining Property, and abandonment of the Remaining Property, or claims or issues related
 28 thereto, including, without limitation (a) the valuation of a secured creditor’s collateral interest, (b)

whether any cash contained in any abandoned Kiosk is a secured creditor's collateral or belongs to any other creditor or the Debtor, and (c) the determination of any party's proof of claim, including without limitation a secured creditor's or lease holder's claim, including without limitation all related claims of the Debtor, its estate or the Committee for setoff and/or damages; and it is further

ORDERED that the abandonment of the Remaining Property shall not impair, waive, limit, or otherwise affect, and shall be subject to, any and all claims, ownership interests and contractual rights of OptConnect Management LLC ("OptConnect") in connection with any Remaining Property (and any equipment or hardware connected thereto), which are reserved and preserved in all respects, and nothing in this Order or any abandonment of Remaining Property as a result of this Order shall grant any third party any rights over OptConnect's assets that form part of the Remaining Property (and any equipment or hardware connected thereto); and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from the implementation or interpretation of this Order; and it is further

ORDERED that notice of the Motion as provided therein shall be deemed good and sufficient notice of the Motion; and it is further

ORDERED that, to the extent applicable, the 14-day stay under Fed.R.Bankr. P. 4001 and Fed.R.Bankr. P. 6004(h) is waived.

Prepared And Respectfully Submitted By:

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1 APPROVED/DISAPPROVED

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14 *Counsel for Enigma Securities Limited*

15 APPROVED/DISAPPROVED

16 **DECHERT LLP**

17 By: _____

18 CRAIG P. DRUEHL, ESQ.

Three Bryant Park

19 1095 Avenue of the Americas

New York New York 10036-6797

20 and

21 **LAW OFFICE OF BRIAN D. SHAPIRO, LLC**

22 BRIAN D. SHAPIRO, ESQ.

Nevada Bar No. 5772

23 510 S. 8th Street

Las Vegas, Nevada 89101

24 *Counsel for OptConnect Management LLC*

1 APPROVED/DISAPPROVED

2 **CLEARY GOTTlieb STEEN & HAMILTON LLP**

3 By: _____

4 SEAN A. O'NEAL, ESQ. (*Admitted Pro Hac Vice*)

JANE VANLARE, ESQ. (*Admitted Pro Hac Vice*)

5 MICHAEL WEINBERG, ESQ. (*Pro Hac Vice* forthcoming)

One Liberty Plaza

6 New York, New York 10006

7 and

8 **SNELL & WILMER L.L.P.**

ROBERT R. KINAS, ESQ. (Nevada Bar No. 6019)

9 BLAKELEY E. GRIFFITH, ESQ. (Nevada Bar No. 12386)

CHARLES E. GIANELLONI, ESQ. (Nevada Bar No. 12747)

10 3883 Howard Hughes Parkway, Suite 1100

11 Las Vegas, Nevada 89169

Counsel for Genesis Global Holdco LLC

12 **CERTIFICATION OF COUNSEL PURSUANT TO LOCAL RULE 9021**

13 In accordance with Local Rule 9021, counsel submitting this document certifies as follows:

14 ☐ The Court has waived the requirement of approval in LR 9021(b)(1).

15 ☐ No party appeared at the hearing or filed an objection to the motion.

16 ☐ I have delivered a copy of this proposed order to all counsel who appeared at the
17 hearing, any unrepresented parties who appeared at the hearing, and each has
18 approved or disapproved the order, or failed to respond, as indicated below:

19 ☐ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this
20 order with the motion pursuant to LR 9014(g), and that no party has objected to the
21 form or content of the order.

22 # # #

EXHIBIT 1 TO PROPOSED ORDER
CONTRACTS AND/OR LEASES TO BE REJECTED

FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
(702) 262-6899
(702) 597-5503 (fax)

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Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
202 E Broadway St	Attn: Mohammad Gazi, Khald U Zaman Ornob 202 E Broadway St Eden, TX 76837	Attn: Mohammad Gazi, Khald U Zaman Ornob 202 E Broadway St Eden, TX 76837	115251
2040 Fairfax Inc.	Attn: Dennis J. Delano DBA Fairfax Market 101 Parkshore Drive Suite 100 Folsom, CA 95630	1260 Lake Blvd Davis, CA 95616	119770
400 SLBW LLC	Attn: Pi Sei Chhem 460 N Lamer Suite 300 Dallas, TX 75202	Attn: Pi Sei Chhem 460 N Lamer Suite 300 Dallas, TX 75202	116196
410 Main St	Attn: Orlando Figueroa 410 Main St Boone, CO 81025	Attn: Orlando Figueroa 410 Main St Boone, CO 81025	119653
440 Quick Stop	Attn: Nader Moussa 725 NJ-440 Jersey City, NJ 07304	Attn: Nader Moussa 725 NJ-440 Jersey City, NJ 07304	116841
7 Bears Liquors	Attn: Isaac Gebreyesus 17885 7th St E St Paul, MN 55119	Attn: Isaac Gebreyesus 17885 7th St E St Paul, MN 55119	115384
8th & Corinth Food Mart LLC	Attn: Jarrell Donato 1222 Commerce St Dallas, TX 75202	Attn: Jarrell Donato 200 N Corinth St Rd Dallas, TX 75203	114722
A Selecta's Inc	Attn: Douglas Aparicio 115 E 10th St Roanoke Rapids, NC 27870	Attn: Douglas Aparicio 115 E 10th St Roanoke Rapids, NC 27870	109048
AAA Food Mart	Attn: Kalpesh Pate 9410 Taylorsville Rd Louisville, KY 40299	Attn: Kalpesh Pate 9410 Taylorsville Rd Louisville, KY 40299	119405
Acme Liquor Store	Attn: Rupinder Kaur 4314 Dollarway Rd Pine Bluff, AR 71603	Attn: Rupinder Kaur 4314 Dollarway Rd Pine Bluff, AR 71603	122699
Acme Liquors	Attn: Gill Malkit Singh 1023 Chalkstone Ave Providence, RI 02908	Attn: Gill Malkit Singh 1023 Chalkstone Ave Providence, RI 02908	123331

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Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
Adelsons Inc.*	Attn: Abdulhafed Ali 2409 Persimmon Street Wasco, CA 93280	36648 Lassen Ave Huron, CA 93234	124957
		8167 Bay Ave California City, CA 93505	125193
		8676 8th St San Joaquin, CA 93660	130049
		1125 N St Firebaugh, CA 93622	130051
		3232 E Ventura Ave Fresno, CA 93702	130055
		815 Anchor Ave Orange Cove, CA 93646	130056
		600 Park Blvd Orange Cove, CA 93646	130057
		8712 S Main St San Joaquin, CA 93660	130059
Advance Repair 1 LLC	Attn: Adonis Parets 2620 N University Dr Sunrise, FL 33322	Attn: Adonis Parets 2620 N University Dr Sunrise, FL 33322	120828
Airport Petroleum	Attn: Sajaaad Ahmid c/o Janet Petroleum LLC 5979 S Howell Ave Milwaukee, WI 53207	Attn: Sajaaad Ahmid c/o Janet Petroleum LLC 5979 S Howell Ave Milwaukee, WI 53207	126099
Aladdin Grill & Pizza	Attn: Mahmoud Tarha 1723 Cumberland Ave Suite B Knoxville, TN 37916	Attn: Mahmoud Tarha 1723 Cumberland Ave Suite B Knoxville, TN 37916	114611
American Made Tattoo - Aiea	Attn: Gail Goodrich 98-199 Kamehameha Hwy #E3 Aiea, HI 96701	Attn: Gail Goodrich 98-199 Kamehameha Hwy #E3 Aiea, HI 96701	129454
American Market	Attn: Jatinder S Parmar 8580 Grand Ronde Rd Grand Ronde, OR 97347	Attn: Jatinder S Parmar 8580 Grand Ronde Rd Grand Ronde, OR 97347	117326
American Market #16	Attn: Jatinder S Parmar 705 S Empire Blvd Coos Bay, OR 97420	Attn: Jatinder S Parmar 705 S Empire Blvd Coos Bay, OR 97420	117220
Annapolis Super USA #002	Attn: Abdul Ali 1333 Thomas Ave W St Paul, MN 55104-2545	Attn: Abdul Ali 1333 Thomas Ave W St Paul, MN 55104-2545	116400
Ash Street Laundry	Attn: Lisa Babcock 1108 W Ash Avenue Junction City, KS 66441	Attn: Lisa Babcock 1108 W Ash Avenue Junction City, KS 66441	125733

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Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
Ashutosai Ventures LLC	Attn: Rabin Basnet (Admin) Uttam Karki (Site Contact) 4801 Miller Ave Forth Worth, TX 76119	Attn: Rabin Basnet (Admin) Uttam Karki (Site Contact) 4801 Miller Ave Forth Worth, TX 76119	118836
Associated Grocers of New England, Inc.**	Attn: Tim Merrill; Joshua Button c/o AG Supermarkets, Inc. 11 Cooperative Way Pembroke, NH 03275	c/o Berlin Marketplace Attn: Todd Gendron 19 Pleasant St Berlin, NH 03570	136307
		c/o Harvest Market Attn: Dan Vincent 36 Center St Wolfeboro, NH 03894	136308
		c/o Sully's Superette Attn: John Bilodeau 10 N Mast St Goffstown, NH 03045	136309
		c/o Vista Foods Attn: Bob Fitzpatrick 376 S Main St ##3722 Laconia, NH 03246	136310
		c/o Sully's Superette Attn: Marc Girardin 39 Allenstown Rd Suncook, NH 03275	137101
Associated Grocers of New England, Inc.	Attn: Kieth Adams; Linda St. Peter c/o Applebees Superette 248 Cardville Rd PO Box 74 Greenbush, ME 04418	Attn: Kieth Adams; Linda St. Peter c/o Applebees Superette 248 Cardville Rd PO Box 74 Greenbush, ME 04418	140708
Associated Grocers of New England, Inc.	Attn: David Welch; Laurie Cole c/o Village Market 95 Main St Fairfield, ME 04937	Attn: David Welch; Laurie Cole c/o Village Market 95 Main St Fairfield, ME 04937	141575
Associated Grocers of New England, Inc.	Attn: David Welch; Jane Welch; Matt Welch c/o Family Market LLC DBA Friends & Family Market PO Box 193, 300 State St Ellsworth, ME 04605	390 State St Ellsworth, ME 04605	141576
Associated Grocers of New England, Inc.	Attn: Jamie Wallace c/o Lennie's Superette 2201 Medway Road Medway, ME 04460	Attn: Jamie Wallace c/o Lennie's Superette 2201 Medway Road Medway, ME 04460	141577

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Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
Associated Grocers of New England, Inc.	Attn: Andrew Costello; Jessica Corliss c/o A&A Market DBA P&L Country Market 514 Corinna Rd Dexter, ME 04930	Attn: Andrew Costello; Jessica Corliss c/o A&A Market DBA P&L Country Market 514 Corinna Rd Dexter, ME 04930	141579
Associated Grocers of New England, Inc.	Attn: Andrew Costello; Elizabeth Sewell c/o Bradford General Store 450 Main Rd Bradford, ME 04410	Attn: Andrew Costello; Elizabeth Sewell c/o Bradford General Store 450 Main Rd Bradford, ME 04410	141581
Associated Grocers of New England, Inc.	Attn: David Sleeper c/o Joseph Sleeper & Sons, Inc 99 Lyndon St. Caribou, ME 04736	Attn: David Sleeper c/o Joseph Sleeper & Sons, Inc 99 Lyndon St. Caribou, ME 04736	141582
Associated Grocers of New England, Inc.	Attn: Gerald Violette c/o Jerrys Thriftway 63 Hoolton St Island Falls, ME 04747	Attn: Gerald Violette c/o Jerrys Thriftway 63 Hoolton St Island Falls, ME 04747	141583
Associated Grocers of New England, Inc.	c/o Delay's Harvester Market 783 Forest Road Greenfield, NH 03047	c/o Delay's Harvester Market 783 Forest Road Greenfield, NH 03047	141584
Associated Grocers of New England, Inc.	c/oThe New Harvester Market 100 Bradford Rd PO Box 490 Henniker, NH 03242-0490	c/oThe New Harvester Market 100 Bradford Rd PO Box 490 Henniker, NH 03242-0490	141587
Associated Grocers of New England, Inc.	Attn: James Xenakis c/o Midtown Market 701 Salem St North Andover, MA 01845	Attn: James Xenakis c/o Midtown Market 701 Salem St North Andover, MA 01845	141988
Associated Grocers of New England, Inc.	Attn: Christopher Moroon c/o Green's Corner Market #10251 346 Whittier Highway PO Box 349 Moultonborough, NH 03254	Attn: Christopher Moroon c/o Green's Corner Market #10251 346 Whittier Highway PO Box 349 Moultonborough, NH 03254	141995
Associated Grocers of New England, Inc.	Attn: John Hafford c/o Seasons Restaurant 427 Main Street Bangor, ME 04401	Attn: John Hafford c/o Seasons Restaurant 427 Main Street Bangor, ME 04401	143829

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Associated Grocers of New England, Inc.	Attn: David Champion; Rob Newcome c/o Steaks N Staff Inc. 14 Mechanic St Lincoln, ME 04457	Attn: David Champion; Rob Newcome c/o Steaks N Staff Inc. 14 Mechanic St Lincoln, ME 04457	143830
Associated Grocers of New England, Inc.	Attn: Michael Daley; Kyle Daley c/o Solomons Store #10016 32 Main St PO Box 189 W. Stewartstow, NH 03597	Attn: Michael Daley; Kyle Daley c/o Solomons Store #10016 32 Main St PO Box 189 W. Stewartstow, NH 03597	145012
Associated Grocers of New England, Inc.	Attn: Vincent Vallano c/o M&V Convenience 2250 Rte 16 PO Box 88 Wossipee, NH 03890	Attn: Vincent Vallano c/o M&V Convenience 2250 Rte 16 PO Box 88 Wossipee, NH 03890	147917
Associated Grocers of New England, Inc.	Attn: Joshua Button 11 Cooperative Way Pembroke, NH 03275	N/A – GLOBAL AGREEMENT	N/A
Auto Biz Repair Service Center	Attn: Richard Lam 709 Ahua St Honolulu, HI 96819	Attn: Richard Lam 709 Ahua St Honolulu, HI 96819	118606
Base Group Enterprises Inc. 2	Attn: Sharvan Khullar 1710 E Nob Hill Blvd Yakima, WA 98901	Attn: Sharvan Khullar 1710 E Nob Hill Blvd Yakima, WA 98901	122234
Bawnan Enterprises Inc.	Attn: Charles Smith 500 E Runnel Street Mineral Springs, AR 71851	Attn: Charles Smith 500 E Runnel Street Mineral Springs, AR 71851	119059
Beilul LLC	Attn: Tsegay Hailemariam 4411 S Mead St Seattle, WA 98118	Attn: Tsegay Hailemariam 4411 S Mead St Seattle, WA 98118	123689
Best Wash Cahokia	Attn: Rebecca Unnerstall 100 Unnerstall Trl Alton, IL 62002	1907 Camp Jackson Rd Cahokia, IL 62206	134739
Bhullar Enterprises LLC	Attn: Hardeep Singh 829 S Corinth St Rd Dallas, TX 75203	Attn: Hardeep Singh 829 S Corinth St Rd Dallas, TX 75203	115302
Big City Styles	Attn: Julius Wilkerson 114 S 1st Street Louisville, KY 40202	312 W Chestnut St, Louisville, KY 40202	116076

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Bkp Inc	Attn: Dash V Patel 110 Southville Rd Southborough, MA 01772	Attn: Dash V Patel 110 Southville Rd Southborough, MA 01772	113867
Blazin Steaks	Attn: Reginald Espinosa 98-199 Kamehameha Hwy Ste B-8 Aiea, HI 96701	Attn: Reginald Espinosa 98-199 Kamehameha Hwy Ste B-8 Aiea, HI 96701	108338
Blue Ridge BP	Attn: Kanubhai Patel 181 West First Street Blue Ridge, GA 30513	Attn: Kanubhai Patel 181 West First Street Blue Ridge, GA 30513	118048
Bodach's Games LLC	Attn: John Merz 7201 S Broadway St. Louis, MO 63111	Attn: John Merz 7201 S Broadway St. Louis, MO 63111	119253
Boost Mobile	2439 Northgate Blvd Sacramento, CA 95833	2439 Northgate Blvd Sacramento, CA 95833	155660
Boutros Bros Inc.	Attn: Chadi Boutros 5406 Plymouth St Jacksonville, FL 32205	Attn: Chadi Boutros 5406 Plymouth St Jacksonville, FL 32205	104080
Burn Culture Vape, CBD & Kratom	Attn: Sasan Landers 5925 E Admiral Pl Tulsa, OK 74115	Attn: Sasan Landers 5925 E Admiral Pl Tulsa, OK 74115	142332
CAE & Enterprises, LLC	Attn: Carlos Castro Fernandez 405 Prospect Rd Oakland Park, FL 33309	Attn: Carlos Castro Fernandez 405 Prospect Rd Oakland Park, FL 33309	120838
California Liquors	Attn: Miguel Fernandez Tavarez 84 Union Ave Providence, RI 02909-2231	Attn: Miguel Fernandez Tavarez 84 Union Ave Providence, RI 02909-2231	117136
Campus Phone Repair	Attn: Shahin Nelson Brzroudpour 1525 W. Tennessee Street Suite 204 Tallahassee, FL 32304	Attn: Shahin Nelson Brzroudpour 1525 W. Tennessee Street Suite 204 Tallahassee, FL 32304	126942
Capital Coin & Bullion, LLC	Attn: Chad Ervin Tyson 7304 Burnet Road Austin, TX 78757	Attn: Chad Ervin Tyson 7304 Burnet Road Austin, TX 78757	119800

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Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
Carolina Super Mart	Attn: Gulbida Nasreen and Zohaib Muhammad 2004 Randleman Rd Greensboro, NC 27406	Attn: Gulbida Nasreen and Zohaib Muhammad 2004 Randleman Rd Greensboro, NC 27406	123404
Cascade Cleaners	Attn: Peter Chulmin, Yoo 11350 NE Halsey Street Portland, OR 97220	Attn: Peter Chulmin, Yoo 11350 NE Halsey Street Portland, OR 97220	124707
Catanga River Corp dba Food City	Attn: Zac Sclar PO Box 399 Lewiston, ME 04243	Catanga River Corp. Food City 1355 Auburn Road Turner, ME 04282	108542
Cell Phone Hop LLC	Attn: Steven Mena 454 SW 8th Street Miami, FL 33130	Attn: Steven Mena 454 SW 8th Street Miami, FL 33130	122050
Cell Phone Mania	Attn: Jorge G. Blakeley 152 S State St Orem, UT 84057	150 S State St Orem, UT 84058	153988
Cell Phone Repair	Attn: Samundra Thapaliya 3047 Old Orchard Lane Bedford, TX 76021	1714 Precinct Line Road Suite 400 Hurst, TX 76054	124280
Cell Tech Repair	Attn: Kumantas Bagdel 133 Danbury Rd New Milford, CT 06776	129 Danbury Rd New Milford, CT 06776	143254
Cellphone Fix Pro, Corp	Attn: Yessica Villatoro Velasquez 278 FL-7 Margate, FL 33063	Attn: Yessica Villatoro Velasquez 278 FL-7 Margate, FL 33063	123764
Cheema Supermarket	Attn: Nusrat Cheema 562 Cambridge Street Boston, MA 02134	Attn: Nusrat Cheema 562 Cambridge Street Boston, MA 02134	108811
Cheers Wine and Spirits LLC	Attn: Dadwal Amandeep Singh 8333 W Morgan Av Milwaukee, WI 53220-1037	Attn: Dadwal Amandeep Singh 8333 W Morgan Av Milwaukee, WI 53220-1037	114430
Choice Gas	Attn: Karim Sereis 7900 Fruitridge Road Sacramento, CA 95820	Attn: Karim Sereis 7900 Fruitridge Road Sacramento, CA 95820	116078
CJ's Convenience Store LLC	Attn: Jody Gene Sylvester 107 N. 1st Street Elkader, IA 52043	Attn: Jody Gene Sylvester 107 N. 1st Street Elkader, IA 52043	117734

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Clif's Cleaners	Attn: Gina Davis 4304 Pike Ave. North Little Rock, AR 72118	Attn: Gina Davis 4304 Pike Ave. North Little Rock, AR 72118	118281
Cottage Grove LLC	Attn: James Slott 1593 Plainfield Ave. NE Grand Rapids, MI 49505	Attn: James Slott 1593 Plainfield Ave. NE Grand Rapids, MI 49505	119937
Craig's EZ - 2 - Pawn	1001 N Roan St Johnson City, TN 37601	1001 N Roan St Johnson City, TN 37601	121561
Cullen Williams Corporation dba Meadow Gas N. Go Conoco	Attn: Rex Williams 370 N. Main Street Meadow, UT 84644	Attn: Rex Williams 370 N. Main Street Meadow, UT 84644	119108
Delta Jubilee	Attn: Jake Sentker 377 W. Main St. Delta, UT 84624	Attn: Jake Sentker 377 W. Main St. Delta, UT 84624	139847
Dollars Plus and More LLC	Attn: Shatanie Brewer and Keith Brewer 2736 Rapids Way Akron, OH 44312	1465 Aster Ave Akron, OH 44301	117128
Donnie's Tobacco Shop LLC	Attn: Jeremiah Wesley Dale Brown 3381 Us Hwy 117 S Burgaw, NC 28425	Attn: Jeremiah Wesley Dale Brown 3381 Us Hwy 117 S Burgaw, NC 28425	117852
Dry Clean City of Johnson City, LLC	Attn: Keith Mijeski 204 Sunset Dr Johnson City, TN 37604	1003 S Roan St Johnson City, TN 37601	119331
Duckweed Liquors Channelside	Attn: Pavan Kumar Pediredla 117 N 12th St Tampa, FL 33602	Attn: Pavan Kumar Pediredla 117 N 12th St Tampa, FL 33602	118170
Duyst Flyers	Attn: Michael Duyst 515 S Lovers Ln Visalia, CA 93292	Attn: Michael Duyst 515 S Lovers Ln Visalia, CA 93292	116783
DYD Trading	Attn: Daweit Geremew 4401 S Capitol St SW Washington, DC 20032	Attn: Daweit Geremew 4401 S Capitol St SW Washington, DC 20032	108841
Electric Underground	Attn: Matthew Schneider 1305 W Bremer Ave Waverly, IA 50677	3109 13th Ave S Fargo, ND 58103	115347

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Elite P&P Enterprises LLC	Attn: Prabin Kanaujiya 18918 Midway Rd #124 Dallas, TX 75287	Attn: Prabin Kanaujiya 18918 Midway Rd #124 Dallas, TX 75287	115098
Ethio Mart	Attn: Jared Alemu Girma 10919 Shawnee Mission Pkwy Shawnee, KS 66203	Attn: Jared Alemu Girma 10919 Shawnee Mission Pkwy Shawnee, KS 66203	118975
Express Mart I Food Store	Attn: Gurnam Singh 5071 24th St Sacramento, CA 95822	Attn: Gurnam Singh 5071 24th St Sacramento, CA 95822	109037
E-Z Cash Payday Loans**	Attn: Kristie Reed 1656 Sycamore View Road Memphis, TN 38134	180 Stateline Rd Southaven, MS 38671	138289
		8153 Hwy 178W Byhalia, MS 38611	138295
Fadeone LLC	Attn: Jot Singh c/o Fadeone Barbershop 109 N 17th St Boise, ID 83702	Attn: Jot Singh c/o Fadeone Barbershop 109 N 17th St Boise, ID 83702	130494
Five Star Grocery #2	Attn: Fady Fanous 3582 NC-39 Hwy North Louisburg, NC 27549	Attn: Fady Fanous 3582 NC-39 Hwy North Louisburg, NC 27549	118277
Flow's Pharmacy	Attn: Amanda Haase 1506 E Broadway Columbia, MO 65201	Attn: Amanda Haase 1506 E Broadway Columbia, MO 65201	117208
Food Fair Supermarket	Attn: Thad Glynn 301 N 14th St Rich Hill, MO 64779	Attn: Thad Glynn 301 N 14th St Rich Hill, MO 64779	140985
Fort Wayne Halal Market	Attn: Khalil Ahmad Abdullah 2326 Hobson Rd Fort Wayne, IN 46805	Attn: Khalil Ahmad Abdullah 2326 Hobson Rd Fort Wayne, IN 46805	108667
Fresco Market North Haven Inc.	Attn: Michael Di Chello 342 Washington Ave North Haven, CT 06473	Attn: Michael Di Chello 342 Washington Ave North Haven, CT 06473	119400
Friendly's Sports Bar - South County	Attn: Dennis Domachowski 3971 Bayless Ave St. Louis, MO 63125	Attn: Dennis Domachowski 3971 Bayless Ave St. Louis, MO 63125	108825

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EXHIBIT 2
CONTRACTS AND/OR LEASES TO BE REJECTED

FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
(702) 262-6899
(702) 597-5503 (fax)

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Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
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2040 Fairfax Inc.	Attn: Dennis J. Delano DBA Fairfax Market 101 Parkshore Drive Suite 100 Folsom, CA 95630	1260 Lake Blvd Davis, CA 95616	119770
400 SLBW LLC	Attn: Pi Sei Chhem 460 N Lamer Suite 300 Dallas, TX 75202	Attn: Pi Sei Chhem 460 N Lamer Suite 300 Dallas, TX 75202	116196
410 Main St	Attn: Orlando Figueroa 410 Main St Boone, CO 81025	Attn: Orlando Figueroa 410 Main St Boone, CO 81025	119653
440 Quick Stop	Attn: Nader Moussa 725 NJ-440 Jersey City, NJ 07304	Attn: Nader Moussa 725 NJ-440 Jersey City, NJ 07304	116841
7 Bears Liquors	Attn: Isaac Gebreyesus 17885 7th St E St Paul, MN 55119	Attn: Isaac Gebreyesus 17885 7th St E St Paul, MN 55119	115384
8th & Corinth Food Mart LLC	Attn: Jarrell Donato 1222 Commerce St Dallas, TX 75202	Attn: Jarrell Donato 200 N Corinth St Rd Dallas, TX 75203	114722
A Selecta's Inc	Attn: Douglas Aparicio 115 E 10th St Roanoke Rapids, NC 27870	Attn: Douglas Aparicio 115 E 10th St Roanoke Rapids, NC 27870	109048
AAA Food Mart	Attn: Kalpesh Pate 9410 Taylorsville Rd Louisville, KY 40299	Attn: Kalpesh Pate 9410 Taylorsville Rd Louisville, KY 40299	119405
Acme Liquor Store	Attn: Rupinder Kaur 4314 Dollarway Rd Pine Bluff, AR 71603	Attn: Rupinder Kaur 4314 Dollarway Rd Pine Bluff, AR 71603	122699
Acme Liquors	Attn: Gill Malkit Singh 1023 Chalkstone Ave Providence, RI 02908	Attn: Gill Malkit Singh 1023 Chalkstone Ave Providence, RI 02908	123331

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		8167 Bay Ave California City, CA 93505	125193
		8676 8th St San Joaquin, CA 93660	130049
		1125 N St Firebaugh, CA 93622	130051
		3232 E Ventura Ave Fresno, CA 93702	130055
		815 Anchor Ave Orange Cove, CA 93646	130056
		600 Park Blvd Orange Cove, CA 93646	130057
		8712 S Main St San Joaquin, CA 93660	130059
Advance Repair 1 LLC	Attn: Adonis Parets 2620 N University Dr Sunrise, FL 33322	Attn: Adonis Parets 2620 N University Dr Sunrise, FL 33322	120828
Airport Petroleum	Attn: Sajaaad Ahmid c/o Janet Petroleum LLC 5979 S Howell Ave Milwaukee, WI 53207	Attn: Sajaaad Ahmid c/o Janet Petroleum LLC 5979 S Howell Ave Milwaukee, WI 53207	126099
Aladdin Grill & Pizza	Attn: Mahmoud Tarha 1723 Cumberland Ave Suite B Knoxville, TN 37916	Attn: Mahmoud Tarha 1723 Cumberland Ave Suite B Knoxville, TN 37916	114611
American Made Tattoo - Aiea	Attn: Gail Goodrich 98-199 Kamehameha Hwy #E3 Aiea, HI 96701	Attn: Gail Goodrich 98-199 Kamehameha Hwy #E3 Aiea, HI 96701	129454
American Market	Attn: Jatinder S Parmar 8580 Grand Ronde Rd Grand Ronde, OR 97347	Attn: Jatinder S Parmar 8580 Grand Ronde Rd Grand Ronde, OR 97347	117326
American Market #16	Attn: Jatinder S Parmar 705 S Empire Blvd Coos Bay, OR 97420	Attn: Jatinder S Parmar 705 S Empire Blvd Coos Bay, OR 97420	117220
Annapolis Super USA #002	Attn: Abdul Ali 1333 Thomas Ave W St Paul, MN 55104-2545	Attn: Abdul Ali 1333 Thomas Ave W St Paul, MN 55104-2545	116400
Ash Street Laundry	Attn: Lisa Babcock 1108 W Ash Avenue Junction City, KS 66441	Attn: Lisa Babcock 1108 W Ash Avenue Junction City, KS 66441	125733

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Ashutosai Ventures LLC	Attn: Rabin Basnet (Admin) Uttam Karki (Site Contact) 4801 Miller Ave Forth Worth, TX 76119	Attn: Rabin Basnet (Admin) Uttam Karki (Site Contact) 4801 Miller Ave Forth Worth, TX 76119	118836
Associated Grocers of New England, Inc.**	Attn: Tim Merrill; Joshua Button c/o AG Supermarkets, Inc. 11 Cooperative Way Pembroke, NH 03275	c/o Berlin Marketplace Attn: Todd Gendron 19 Pleasant St Berlin, NH 03570	136307
		c/o Harvest Market Attn: Dan Vincent 36 Center St Wolfeboro, NH 03894	136308
		c/o Sully's Superette Attn: John Bilodeau 10 N Mast St Goffstown, NH 03045	136309
		c/o Vista Foods Attn: Bob Fitzpatrick 376 S Main St ##3722 Laconia, NH 03246	136310
		c/o Sully's Superette Attn: Marc Girardin 39 Allenstown Rd Suncook, NH 03275	137101
Associated Grocers of New England, Inc.	Attn: Kieth Adams; Linda St. Peter c/o Applebees Superette 248 Cardville Rd PO Box 74 Greenbush, ME 04418	Attn: Kieth Adams; Linda St. Peter c/o Applebees Superette 248 Cardville Rd PO Box 74 Greenbush, ME 04418	140708
Associated Grocers of New England, Inc.	Attn: David Welch; Laurie Cole c/o Village Market 95 Main St Fairfield, ME 04937	Attn: David Welch; Laurie Cole c/o Village Market 95 Main St Fairfield, ME 04937	141575
Associated Grocers of New England, Inc.	Attn: David Welch; Jane Welch; Matt Welch c/o Family Market LLC DBA Friends & Family Market PO Box 193, 300 State St Ellsworth, ME 04605	390 State St Ellsworth, ME 04605	141576
Associated Grocers of New England, Inc.	Attn: Jamie Wallace c/o Lennie's Superette 2201 Medway Road Medway, ME 04460	Attn: Jamie Wallace c/o Lennie's Superette 2201 Medway Road Medway, ME 04460	141577

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Associated Grocers of New England, Inc.	Attn: Andrew Costello; Jessica Corliss c/o A&A Market DBA P&L Country Market 514 Corinna Rd Dexter, ME 04930	Attn: Andrew Costello; Jessica Corliss c/o A&A Market DBA P&L Country Market 514 Corinna Rd Dexter, ME 04930	141579
Associated Grocers of New England, Inc.	Attn: Andrew Costello; Elizabeth Sewell c/o Bradford General Store 450 Main Rd Bradford, ME 04410	Attn: Andrew Costello; Elizabeth Sewell c/o Bradford General Store 450 Main Rd Bradford, ME 04410	141581
Associated Grocers of New England, Inc.	Attn: David Sleeper c/o Joseph Sleeper & Sons, Inc 99 Lyndon St. Caribou, ME 04736	Attn: David Sleeper c/o Joseph Sleeper & Sons, Inc 99 Lyndon St. Caribou, ME 04736	141582
Associated Grocers of New England, Inc.	Attn: Gerald Violette c/o Jerrys Thriftway 63 Hoolton St Island Falls, ME 04747	Attn: Gerald Violette c/o Jerrys Thriftway 63 Hoolton St Island Falls, ME 04747	141583
Associated Grocers of New England, Inc.	c/o Delay's Harvester Market 783 Forest Road Greenfield, NH 03047	c/o Delay's Harvester Market 783 Forest Road Greenfield, NH 03047	141584
Associated Grocers of New England, Inc.	c/oThe New Harvester Market 100 Bradford Rd PO Box 490 Henniker, NH 03242-0490	c/oThe New Harvester Market 100 Bradford Rd PO Box 490 Henniker, NH 03242-0490	141587
Associated Grocers of New England, Inc.	Attn: James Xenakis c/o Midtown Market 701 Salem St North Andover, MA 01845	Attn: James Xenakis c/o Midtown Market 701 Salem St North Andover, MA 01845	141988
Associated Grocers of New England, Inc.	Attn: Christopher Moroon c/o Green's Corner Market #10251 346 Whittier Highway PO Box 349 Moultonborough, NH 03254	Attn: Christopher Moroon c/o Green's Corner Market #10251 346 Whittier Highway PO Box 349 Moultonborough, NH 03254	141995
Associated Grocers of New England, Inc.	Attn: John Hafford c/o Seasons Restaurant 427 Main Street Bangor, ME 04401	Attn: John Hafford c/o Seasons Restaurant 427 Main Street Bangor, ME 04401	143829

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Associated Grocers of New England, Inc.	Attn: David Champion; Rob Newcome c/o Steaks N Staff Inc. 14 Mechanic St Lincoln, ME 04457	Attn: David Champion; Rob Newcome c/o Steaks N Staff Inc. 14 Mechanic St Lincoln, ME 04457	143830
Associated Grocers of New England, Inc.	Attn: Michael Daley; Kyle Daley c/o Solomons Store #10016 32 Main St PO Box 189 W. Stewartstown, NH 03597	Attn: Michael Daley; Kyle Daley c/o Solomons Store #10016 32 Main St PO Box 189 W. Stewartstown, NH 03597	145012
Associated Grocers of New England, Inc.	Attn: Vincent Vallano c/o M&V Convenience 2250 Rte 16 PO Box 88 Wossipee, NH 03890	Attn: Vincent Vallano c/o M&V Convenience 2250 Rte 16 PO Box 88 Wossipee, NH 03890	147917
Associated Grocers of New England, Inc.	Attn: Joshua Button 11 Cooperative Way Pembroke, NH 03275	N/A – GLOBAL AGREEMENT	N/A
Auto Biz Repair Service Center	Attn: Richard Lam 709 Ahua St Honolulu, HI 96819	Attn: Richard Lam 709 Ahua St Honolulu, HI 96819	118606
Base Group Enterprises Inc. 2	Attn: Sharvan Khullar 1710 E Nob Hill Blvd Yakima, WA 98901	Attn: Sharvan Khullar 1710 E Nob Hill Blvd Yakima, WA 98901	122234
Bawnan Enterprises Inc.	Attn: Charles Smith 500 E Runnel Street Mineral Springs, AR 71851	Attn: Charles Smith 500 E Runnel Street Mineral Springs, AR 71851	119059
Beilul LLC	Attn: Tsegay Hailemariam 4411 S Mead St Seattle, WA 98118	Attn: Tsegay Hailemariam 4411 S Mead St Seattle, WA 98118	123689
Best Wash Cahokia	Attn: Rebecca Unnerstall 100 Unnerstall Trl Alton, IL 62002	1907 Camp Jackson Rd Cahokia, IL 62206	134739
Bhullar Enterprises LLC	Attn: Hardeep Singh 829 S Corinth St Rd Dallas, TX 75203	Attn: Hardeep Singh 829 S Corinth St Rd Dallas, TX 75203	115302
Big City Styles	Attn: Julius Wilkerson 114 S 1st Street Louisville, KY 40202	312 W Chestnut St, Louisville, KY 40202	116076

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Bkp Inc	Attn: Dash V Patel 110 Southville Rd Southborough, MA 01772	Attn: Dash V Patel 110 Southville Rd Southborough, MA 01772	113867
Blazin Steaks	Attn: Reginald Espinosa 98-199 Kamehameha Hwy Ste B-8 Aiea, HI 96701	Attn: Reginald Espinosa 98-199 Kamehameha Hwy Ste B-8 Aiea, HI 96701	108338
Blue Ridge BP	Attn: Kanubhai Patel 181 West First Street Blue Ridge, GA 30513	Attn: Kanubhai Patel 181 West First Street Blue Ridge, GA 30513	118048
Bodach's Games LLC	Attn: John Merz 7201 S Broadway St. Louis, MO 63111	Attn: John Merz 7201 S Broadway St. Louis, MO 63111	119253
Boost Mobile	2439 Northgate Blvd Sacramento, CA 95833	2439 Northgate Blvd Sacramento, CA 95833	155660
Boutros Bros Inc.	Attn: Chadi Boutros 5406 Plymouth St Jacksonville, FL 32205	Attn: Chadi Boutros 5406 Plymouth St Jacksonville, FL 32205	104080
Burn Culture Vape, CBD & Kratom	Attn: Sasan Landers 5925 E Admiral Pl Tulsa, OK 74115	Attn: Sasan Landers 5925 E Admiral Pl Tulsa, OK 74115	142332
CAE & Enterprises, LLC	Attn: Carlos Castro Fernandez 405 Prospect Rd Oakland Park, FL 33309	Attn: Carlos Castro Fernandez 405 Prospect Rd Oakland Park, FL 33309	120838
California Liquors	Attn: Miguel Fernandez Tavarez 84 Union Ave Providence, RI 02909-2231	Attn: Miguel Fernandez Tavarez 84 Union Ave Providence, RI 02909-2231	117136
Campus Phone Repair	Attn: Shahin Nelson Brzroudpour 1525 W. Tennessee Street Suite 204 Tallahassee, FL 32304	Attn: Shahin Nelson Brzroudpour 1525 W. Tennessee Street Suite 204 Tallahassee, FL 32304	126942
Capital Coin & Bullion, LLC	Attn: Chad Ervin Tyson 7304 Burnet Road Austin, TX 78757	Attn: Chad Ervin Tyson 7304 Burnet Road Austin, TX 78757	119800

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Carolina Super Mart	Attn: Gulbida Nasreen and Zohaib Muhammad 2004 Randleman Rd Greensboro, NC 27406	Attn: Gulbida Nasreen and Zohaib Muhammad 2004 Randleman Rd Greensboro, NC 27406	123404
Cascade Cleaners	Attn: Peter Chulmin, Yoo 11350 NE Halsey Street Portland, OR 97220	Attn: Peter Chulmin, Yoo 11350 NE Halsey Street Portland, OR 97220	124707
Catanga River Corp dba Food City	Attn: Zac Sclar PO Box 399 Lewiston, ME 04243	Catanga River Corp. Food City 1355 Auburn Road Turner, ME 04282	108542
Cell Phone Hop LLC	Attn: Steven Mena 454 SW 8th Street Miami, FL 33130	Attn: Steven Mena 454 SW 8th Street Miami, FL 33130	122050
Cell Phone Mania	Attn: Jorge G. Blakeley 152 S State St Orem, UT 84057	150 S State St Orem, UT 84058	153988
Cell Phone Repair	Attn: Samundra Thapaliya 3047 Old Orchard Lane Bedford, TX 76021	1714 Precinct Line Road Suite 400 Hurst, TX 76054	124280
Cell Tech Repair	Attn: Kumantas Bagdel 133 Danbury Rd New Milford, CT 06776	129 Danbury Rd New Milford, CT 06776	143254
Cellphone Fix Pro, Corp	Attn: Yessica Villatoro Velasquez 278 FL-7 Margate, FL 33063	Attn: Yessica Villatoro Velasquez 278 FL-7 Margate, FL 33063	123764
Cheema Supermarket	Attn: Nusrat Cheema 562 Cambridge Street Boston, MA 02134	Attn: Nusrat Cheema 562 Cambridge Street Boston, MA 02134	108811
Cheers Wine and Spirits LLC	Attn: Dadwal Amandeep Singh 8333 W Morgan Av Milwaukee, WI 53220-1037	Attn: Dadwal Amandeep Singh 8333 W Morgan Av Milwaukee, WI 53220-1037	114430
Choice Gas	Attn: Karim Sereis 7900 Fruitridge Road Sacramento, CA 95820	Attn: Karim Sereis 7900 Fruitridge Road Sacramento, CA 95820	116078
CJ's Convenience Store LLC	Attn: Jody Gene Sylvester 107 N. 1st Street Elkader, IA 52043	Attn: Jody Gene Sylvester 107 N. 1st Street Elkader, IA 52043	117734

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Clif's Cleaners	Attn: Gina Davis 4304 Pike Ave. North Little Rock, AR 72118	Attn: Gina Davis 4304 Pike Ave. North Little Rock, AR 72118	118281
Cottage Grove LLC	Attn: James Slott 1593 Plainfield Ave. NE Grand Rapids, MI 49505	Attn: James Slott 1593 Plainfield Ave. NE Grand Rapids, MI 49505	119937
Craig's EZ - 2 - Pawn	1001 N Roan St Johnson City, TN 37601	1001 N Roan St Johnson City, TN 37601	121561
Cullen Williams Corporation dba Meadow Gas N. Go Conoco	Attn: Rex Williams 370 N. Main Street Meadow, UT 84644	Attn: Rex Williams 370 N. Main Street Meadow, UT 84644	119108
Delta Jubilee	Attn: Jake Sentker 377 W. Main St. Delta, UT 84624	Attn: Jake Sentker 377 W. Main St. Delta, UT 84624	139847
Dollars Plus and More LLC	Attn: Shatanie Brewer and Keith Brewer 2736 Rapids Way Akron, OH 44312	1465 Aster Ave Akron, OH 44301	117128
Donnie's Tobacco Shop LLC	Attn: Jeremiah Wesley Dale Brown 3381 Us Hwy 117 S Burgaw, NC 28425	Attn: Jeremiah Wesley Dale Brown 3381 Us Hwy 117 S Burgaw, NC 28425	117852
Dry Clean City of Johnson City, LLC	Attn: Keith Mijeski 204 Sunset Dr Johnson City, TN 37604	1003 S Roan St Johnson City, TN 37601	119331
Duckweed Liquors Channelside	Attn: Pavan Kumar Pediredla 117 N 12th St Tampa, FL 33602	Attn: Pavan Kumar Pediredla 117 N 12th St Tampa, FL 33602	118170
Duyst Flyers	Attn: Michael Duyst 515 S Lovers Ln Visalia, CA 93292	Attn: Michael Duyst 515 S Lovers Ln Visalia, CA 93292	116783
DYD Trading	Attn: Daweit Geremew 4401 S Capitol St SW Washington, DC 20032	Attn: Daweit Geremew 4401 S Capitol St SW Washington, DC 20032	108841
Electric Underground	Attn: Matthew Schneider 1305 W Bremer Ave Waverly, IA 50677	3109 13th Ave S Fargo, ND 58103	115347

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Elite P&P Enterprises LLC	Attn: Prabin Kanaujiya 18918 Midway Rd #124 Dallas, TX 75287	Attn: Prabin Kanaujiya 18918 Midway Rd #124 Dallas, TX 75287	115098
Ethio Mart	Attn: Jared Alemu Girma 10919 Shawnee Mission Pkwy Shawnee, KS 66203	Attn: Jared Alemu Girma 10919 Shawnee Mission Pkwy Shawnee, KS 66203	118975
Express Mart I Food Store	Attn: Gurnam Singh 5071 24th St Sacramento, CA 95822	Attn: Gurnam Singh 5071 24th St Sacramento, CA 95822	109037
E-Z Cash Payday Loans**	Attn: Kristie Reed 1656 Sycamore View Road Memphis, TN 38134	180 Stateline Rd Southaven, MS 38671	138289
		8153 Hwy 178W Byhalia, MS 38611	138295
Fadeone LLC	Attn: Jot Singh c/o Fadeone Barbershop 109 N 17th St Boise, ID 83702	Attn: Jot Singh c/o Fadeone Barbershop 109 N 17th St Boise, ID 83702	130494
Five Star Grocery #2	Attn: Fady Fanous 3582 NC-39 Hwy North Louisburg, NC 27549	Attn: Fady Fanous 3582 NC-39 Hwy North Louisburg, NC 27549	118277
Flow's Pharmacy	Attn: Amanda Haase 1506 E Broadway Columbia, MO 65201	Attn: Amanda Haase 1506 E Broadway Columbia, MO 65201	117208
Food Fair Supermarket	Attn: Thad Glynn 301 N 14th St Rich Hill, MO 64779	Attn: Thad Glynn 301 N 14th St Rich Hill, MO 64779	140985
Fort Wayne Halal Market	Attn: Khalil Ahmad Abdullah 2326 Hobson Rd Fort Wayne, IN 46805	Attn: Khalil Ahmad Abdullah 2326 Hobson Rd Fort Wayne, IN 46805	108667
Fresco Market North Haven Inc.	Attn: Michael Di Chello 342 Washington Ave North Haven, CT 06473	Attn: Michael Di Chello 342 Washington Ave North Haven, CT 06473	119400
Friendly's Sports Bar - South County	Attn: Dennis Domachowski 3971 Bayless Ave St. Louis, MO 63125	Attn: Dennis Domachowski 3971 Bayless Ave St. Louis, MO 63125	108825

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